

Cole,
Jack Co.

✓ ADMINISTRATIVE FILE
Cole, Jack Company
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Porterstein Company
X 2107 x 612

April 17, 1961

Mr. Raymond Cohen, Sec.-Treas.
Teamsters Local Union No. 107
105 Spring Garden Street
Philadelphia, Pa.

Dear Sir and Brother:

Attached is a copy of a letter from Sam N. Cole,
Vice President of Jack Cole Company, which is self-explanatory.

Would you kindly forward me your comments
concerning this situation.

Fraternally yours,

James R. Hoffa
General President

JRH/yk
Enc.

Jack Cole Company

Dependable Motor Freight Service Since 1933

BIRMINGHAM 2 ALABAMA

SAM M. COLE
VICE-PRESIDENT
GENERAL MANAGER

April 14, 1961

Mr. James R. Hoffa, President
International Brotherhood of Teamsters
Washington, D. C.

Dear Sir:

The Jack Cole Company finds itself in a most untenable position as a result of our proposed purchase of the Middlesex Transportation Company operating authority which for descriptive purposes is mainly the territory in New York, New Jersey, and Pennsylvania, which lies in a corridor twenty miles wide between New York City and Philadelphia. Since this Company was out of business and in the hands of the Bankruptcy Court, the I. C. C. has granted us temporary authority to operate this certificate as of October, 1960, which we have been doing. We have not received permanent authority as yet.

Local 107 of Philadelphia takes the position that all over-the-road work on local freight moving between our terminals in New York City and Philadelphia plus the northern Jersey territory belongs to them instead of Local 612 of Birmingham. A grievance has been filed by Local 107 men claiming pay for forty-one (41) trips pulled from New York to Philadelphia. They are also claiming seniority for a casual driver furnished by Local 107 on three occasions to pull loads from Philadelphia to New York City. We are now at the point where we have had a meeting with the Union and the MTLR at Philadelphia and have been unable to agree. The next step is for the committees of the operators and the union to decide our fate and frankly, we cannot see any relief available to us on the carriers' side since most of the carriers in this area are regular route carriers whose operational problems are so different from irregular route operations or to put it another way, carriers with preponderantly local traffic as opposed to our largely over-the-road operation.

Knowing your awareness of the keen, almost ruinous competition which we are facing from the railroads and their subsidiaries, we feel justified in asking your intervention in this controversy between two Teamster locals in order that we may not be

Mr. James R. Hoffa
Washington, D. C.

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April 14, 1961

driven out of this area by unnecessary costs.

To give you an example of the unnecessary cost which we are facing by this situation, for many years the Jack Cole Company has had more inbound loads from the South to our New York Terminal than outbound loads. The opposite is true regarding the Philadelphia Terminal situation. We have had to dispatch units empty from the New York Terminal to Philadelphia in order to pick up loads destined to Alabama. We have been able to secure a truckload movement from New York to Philadelphia which is the basis for Local 107's claim. This has enabled us to eliminate hundreds of empty miles between these terminals by having our two-men operation drivers bring these loads from our New York Terminal to Philadelphia and drop the trailer for local delivery and then picking up a trailer loaded for Alabama and proceed on to Birmingham. Local 107 tells us that we must run empty from Philadelphia to New York to pick up the load destined to Philadelphia and for all practical purposes, to dispatch the unit operated by Local 612 men empty to Philadelphia. If we follow this procedure, we would travel 300 miles to move a load of freight 100 miles which is economically impossible. Local 107 bases their contention on an unwritten agreement back before World War II between themselves and the carriers in this area which gave them this work. Birmingham Local 612 whose members have had this work since 1938 has at the present time fourteen (14) Jack Cole over-the-road drivers laid off due to lack of business. They feel that any decision that would transfer this work to Philadelphia would lessen the chance of these men getting back to work.

We contend there is nothing in the Local 107 contract or addendum thereto which assigns this work to Philadelphia. Article XXX, Sections 2 and 3 of the Philadelphia contract clearly states that all past agreements and understandings must be reduced to writing. There has been no past practices or agreements on our part. We have never had over-the-road drivers domiciled in Philadelphia. The Jack Cole Company bought only the I.C.C. certificate of Middlesex Transportation Company from a Bankruptcy Court and no physical assets. No claim of seniority has been made by any Middlesex drivers.

As to the seniority claim for the casual driver, this man was not an employee of Middlesex and Article V, Section 2, of the contract clearly handles this situation. Local 107 is claiming forty-one (41) trips for a casual man who was used on three days'

Mr. James R. Hoffa
Washington, D. C.

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April 14, 1961

work and who could not have possibly achieved seniority under the contract.

If the allegations of Local 107 in this case are to be in effect, we would like to know so that we may reconsider our decision as to the further development of the Middlesex territory.

All that we are asking is to be able to operate this run in the most economical manner under the existing contracts. We had thought of coming to Washington to see you in regards to this matter, but knowing of your busy schedule, we thought it would be best to give you a background of the facts as they are. We would appreciate it very much if you would call us as soon as possible and give us your reaction to this problem.

We are, of course, willing to come to Washington if you deem it advisable.

Very truly yours,

Sam N. Cole *J. E. C.*
Sam N. Cole

SMC:ems

ADMINISTRATIVE FILE

Coia, Jack Company

X

X

May 26, 1960

Mr. Frank Fitzsimmons
Teamsters Local Union 299
2741 Trumbull
Detroit, Michigan

Dear Sir and Brother:

Attached I am forwarding you copies
of letters received in this office concerning Jack Coia
Company, plus other letters we have had in our files.

Fraternally yours,

James R. Hoffa
General President

JRH/yk
Enc.

ADMINISTRATIVE FILE
Colis, Jack Company, Inc
X
X

October 11, 1954

Mr. Prescie H. Hare
Hare, Wynn and Howell
701-703 Comer Building
Birmingham 3, Alabama

Re: Jack Colis Company, Inc.

Dear Mr. Hare:

This will acknowledge receipt of your letter of October 3, 1954.

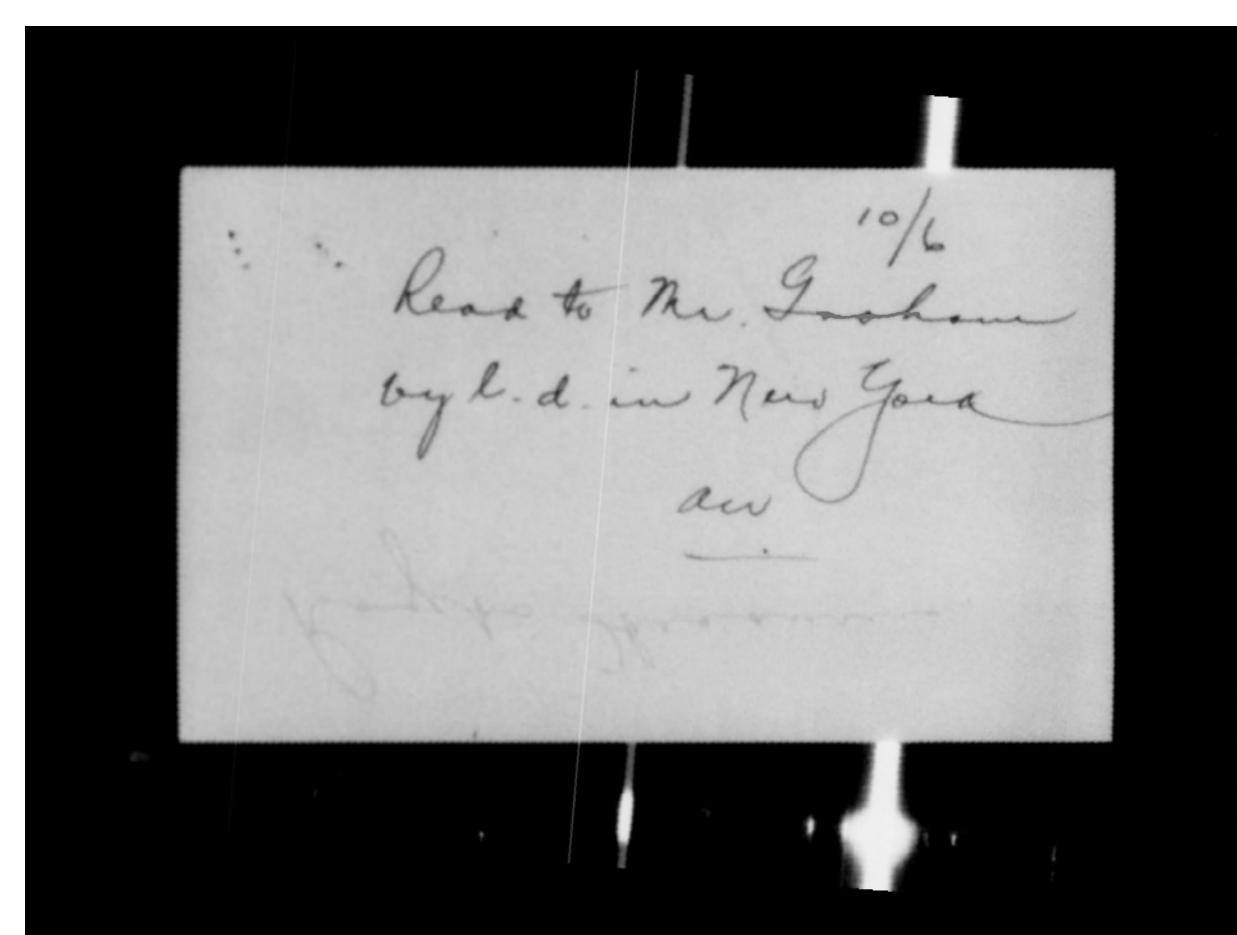
We have discussed this proposition with Mr. Jack Colis and at the moment I am awaiting a decision in regard to our conversation.

Sincerely yours,

Robert L. Graham
Assistant to the
General President

RLG/slb

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



LAW OFFICES
HARE, WYNN AND NEWELL
701-709 COMER BUILDING
BIRMINGHAM 3, ALABAMA
TELEPHONE 4-6662

October 5, 1954

International Teamsters Union
100 Indiana Avenue, North
Washington, D. C.

Attention: Mr. Graham

Dear Mr. Graham: Re: Jack Cble Company, Inc.

I have not heard from you or Mr. Beck since my letter of September 28. I realize that Mr. Beck was on the West Coast and may not have had time to talk about this problem.

We will reach the fork of the road here in a day or two. If we can solve our problems with Mr. Beck, I think I can get some financing. If we cannot solve the union problem, we cannot get the financing and in that event some of the equipment people tell us they have gone about as far as they can go unless we hold out some hope to them that we are going to be able to operate.

If the major equipment is repossessed, of course we are at the end of the line.

For these reasons, if Mr. Beck's consideration of the matter can be obtained and if he is favorably disposed to try to accomplish a solution, it is worth doing promptly.

Call me collect if you like. I am trying a case but I will leave instructions that I want to take this call.

Yours very truly,

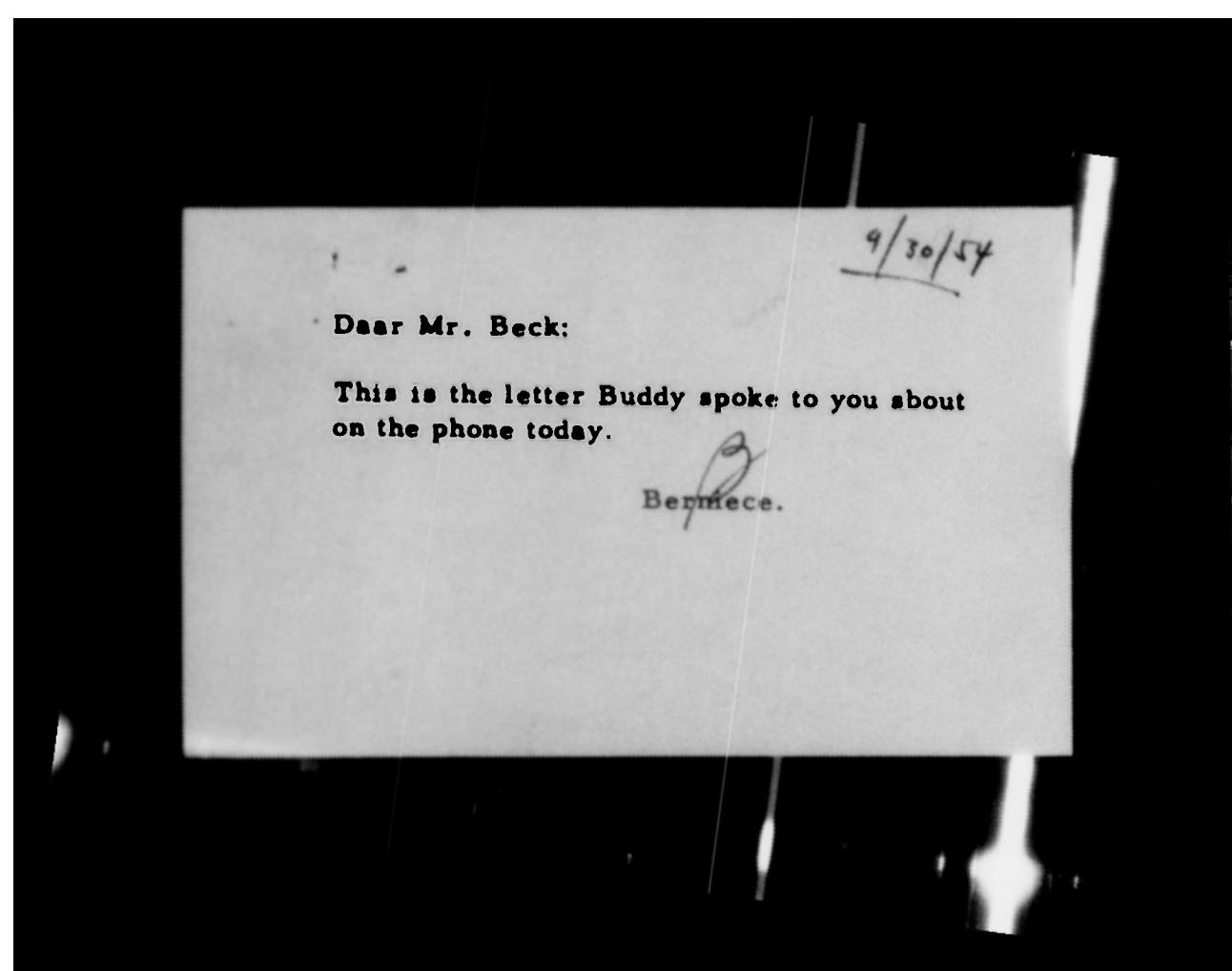
Francis H. Hare

Francis H. Hare

FHH:G
Via - Air Mail

cc Mr. J. B. Cole, Jr.,
P. O. Drawer 274
Birmingham, Alabama

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Dear Mr. Beck:

This is the letter Buddy spoke to you about
on the phone today.

Bernice.

LAW OFFICES
HARE, WYNN AND NEWELL
701-709 COMER BUILDING
BIRMINGHAM 8, ALABAMA

FRANCIS H. HARE
CARLTON T. WYNN
NEAL C. NEWELL

TELEPHONE 4-6882

September 28, 1954

International Teamsters Union
100 Indiana Avenue, North
Washington, D. C.

Attention: Mr. Graham

Gentlemen:

I telephoned today and asked for Mr. Beck and was told that he would not be available by telephone today and therefore talked to Mr. Graham.

This will put in writing what I said to Mr. Graham so that Mr. Beck can consider it and reply.

Jack Cole Company has been closed down here for a little less than two weeks. The Business Agent of the local union is Mr. Mort Sherman. The written contract recites that it expires on February 1, 1955.

The company is in financial difficulties. I do not consider it necessary to decide or say whether these difficulties result from the load of paying the amounts called for under the union contract or whether they result from lack of sufficient capital or general or special conditions making the operation of the line in the past year a losing proposition. In other words, I don't approach you by saying that the union is to blame or not to blame, or that Mr. Cole is to blame or not to blame. What is important is the fact that the company is financially unable to operate and pay according to the contract. And if it is to open and operate, it will have to be upon other and different terms.

The way it shapes up in my mind is this. The national union can look at this situation in one or the other of two different ways. One way is to say that it would be better to let this particular truck company go broke and better to let the men lose their jobs and the union lose 250 members than it would be to allow one trucker to depart from the terms of a uniform contract which applies to other truckers in the southeastern area. If that is the test, then the answer would be that the employer and the employees here are just "expendable" as they used to say in the war, and there isn't anything we can do about it. I do not criticize that policy. I

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International Teamsters Union

Sept. 28, 1954

just don't know if that is the policy or not.

On the other hand, if the union considers that an emergency affecting one particular carrier justifies giving consideration to what terms the employer can afford to live under and survive, then I would like to invite Mr. Cole to see what terms he could meet different from those of the written contract but giving the men employment on a reasonable proposition. This second point of view could be, so far as I know, that it would be bad for the progress of a union over the country to have it said that the only trucker in Birmingham who had this union contract, headed by a fine man, President of the American Trucking Association, went broke because of the non-productive time payments.

What happened with Jack Cole Company was that the company got into financial difficulties. Then, first, the company planned to close down one division of its territory. The men proposed that they would operate on a lease truck basis rather than shut it down and this was done so far as I know without dispute. There was the usual inevitable bickering and rumors that the men had to buy trucks to hold their job, etc., but that was untrue and a great majority of the men knew it.

Then about a month ago the company saw that the expense of operation was so high that it was losing money on a large volume of business. Mr. Cole did not call in all the drivers because that would have meant closing down for a few days which he could not afford. All the drivers who were in town at this meeting agreed to work for straight mileage and to waive payment for layover time and breakdown time, etc. Mr. Sherman was present at the meeting. I am not advancing that as to whether it is a legal oral modification of the contract. The point is whether or not the men were satisfied to do it. Things were too bad to hope for any success without a good spirit on both sides. We all went to work on that basis and then about ten days later Mr. Sherman came to the office of the company and stated that unless the company went back to the strict contract terms, a picket line would be put around the plant. The company then suspended operations.

The company lost its momentum. It lost a lot of money by being closed for this length of time. The creditors and the shippers are uneasy.

As far as I can tell, Mr. Cole has taken it for granted that he is faced with liquidation.

HARR, WYNN AND NEWELL

International Teamsters Union

Sept. 28, 1954

A great many of the union member truck drivers want the company to reopen. Some of the company executives have been in the office today urging that I try to work out a way for the company to reopen. I asked Mr. Cole whether or not he would consider any plan of reopening. In reply, his treasurer came to my office and was there when I telephoned you.

To operate, Mr. Cole will have to refinance some equipment so that the loan will leave him a certain substantial amount of money which which he can use for operating. Before he would be encouraged to try to negotiate that loan I would have to be able to give him some assurance that if he gets this money and will open there is reason to believe that the union would let the men work on a new basis, different from the present contract, being a basis on terms which Mr. Cole believes will let him survive.

That is the purpose of this long letter. After you have considered it, if the union feels that it could under no emergency permit the men to work on a basis different from their contract, then I would so tell Mr. Cole and in my opinion he will proceed within a few days to liquidate as rapidly as fair prices can be obtained. If on the other hand, it is the policy of the union in this particular case, provided it suits the truck drivers, to let them accept terms from Mr. Cole which he can outline and which he can afford to meet, then I would invite Mr. Cole to meet with Mr. Beck and see if they can work out a solution.

I have been told that there are truck companies, including one or more here in Birmingham, who have 100% lease truck arrangements but with a union membership and a check-off division. That is at least one illustration of an arrangement different from the one under which Mr. Cole tried to operate and could not come out.

I want to tell you as frankly as I know how that this company could not be in a more serious plight. I am not writing this letter particularly as Jack Cole's a spokesman. He hasn't seen it. Unless we can work out something, the company is gone and the jobs are gone. Unless you are in a position to approve a very substantial change from the contract terms, we will not be able to accomplish anything. If it is worthwhile approaching it on a basis like the Alabama Highway Express Company here which I mentioned above that has a lease truck arrangement with a union membership and a check-off, or something of that kind, then I would like to have Jack Cole sit down and talk to Mr. Beck.

HARE, WYNN AND NEWELL

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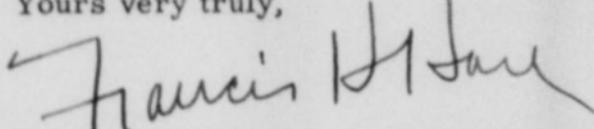
International Teamsters Union

Sept. 28, 1954

Of course, Jack Cole would no doubt have items that he would need assurance about and you would have suggestions to be made on your side. I don't mean in this letter to go into such details.

I will be glad to have you write me how you feel about this matter or telephone if you prefer. I will be just out of Mobile at the Grand Hotel at Point Clear, Alabama, through next Saturday, and will be back in this office next Monday. I doubt that there will be time to accomplish much between now and my return Monday, but I would not want to be where you could not reach me by telephone if you considered that important between now and Saturday.

Yours very truly,



Francis H. Hare

FHH:G

cc Mr. J. B. (Jack) Cole, Jr.
P. O. Drawer 274
Birmingham, Alabama

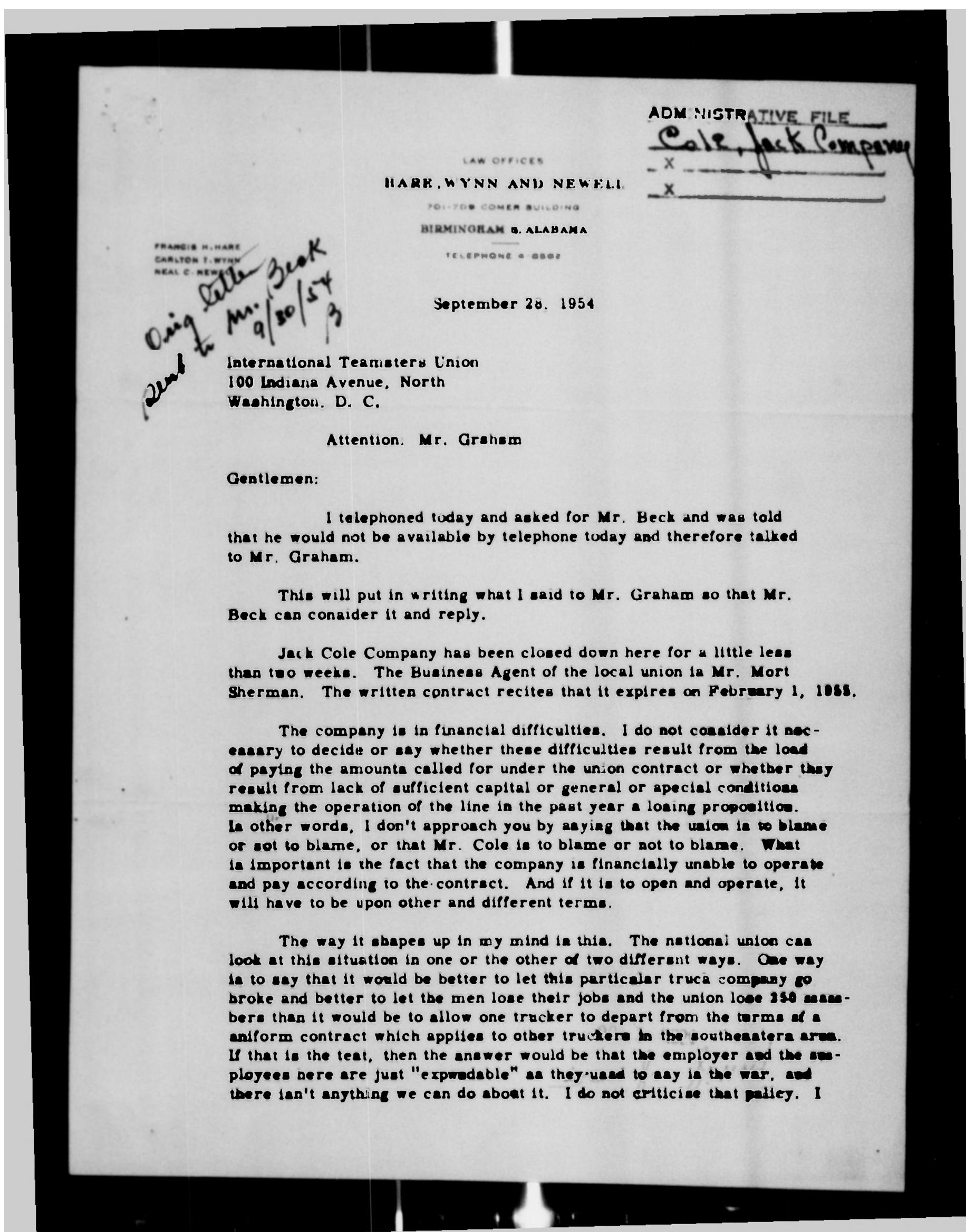
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HARE, WYNN AND NEWELL



International Teamsters Union

Sept. 28, 1954

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BARB. WYNN AND NEWELL

OC 27 1954
450 8th St. N.W.

International Teamsters Union

Sept. 28, 1954

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HARRIS, WYNN AND NEWELL

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International Teamsters Union

Sept. 28, 1954

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Yours very truly,

Francis H. Hale
Francis H. Hale

PHH:G

cc Mr. J. B. (Jack) Cole, Jr.
P. O. Drawer 274
Birmingham, Alabama

06-1-1891
450 8th & 16th
BARK, WYNN AND NEWELL